BENGALURU SOLID WASTE MANAGEMENT LIMITED

Turnkey, Lumpsum, Fixed Price, No Variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAP EX only) for a capacity of 200 MTPD

Office of the Deputy General Manager -2
Bengaluru Solid Waste Management Limited., 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru - 560052

BENGALURU SOLID WASTE MANAGEMENT LTD

Office of the Deputy General Manager-2, BSWML, 1st Floor,
UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052.

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No: DGM-2/BSWML/TEND/02/2024-25 Date:21.05.2024

INVITATION FOR BIDS (IFT)

Short Term Bid Notification
(Only through GOK KPP Portal Only)

1. The Government of Karnataka vide G.O.No. UDD:304:CSS:2020 (Part-1), Bengaluru, Dated: 03.01.2023 (Tranche-3) and vide G.O.No. UDD:304:MNY:2020(E), Bengaluru, Dated: 11.12.2023 has given in principal approval under "15th Finance commission" grants for the following work to be taken up for solid waste management.

2. The Deputy General Manager-2, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru, invites bids from eligible Bidders for the works detailed in the table below.

3. Tender documents may be downloaded from Government of Karnataka kpp website https://kppp.karnataka.gov.in under login for Contractors. The tender document can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Bidders who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

4. Other details can be seen in the tender document.

Sl No.	Name of the work	Approx. Amount put to Bid (Rs. in lakhs) Including GST& All taxes	EMD (Amount in Rs.)	Cost of Bid Document	Stipulated completion period (including monsoon period)
1	Lump Sum,Turn Key, Fixed Price, No Variation Tender based on Tenderers Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD	1262.00	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.14,00,000/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	As per KPP portal	6 Months

Calendar of events:

- Last date for uploading queries on KPP Portal 03.06.2024 up to 4.00 p.m.
- Pre-Bid Meeting on 03.06.2024 at 3:00 p.m. at the office of The Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560 052.
- Last Date for receipt of Tenders on 12.06.2024 up to 4.00 p.m.
- Date of Opening of Technical bids are on 13.06.2024 after 4.30 p.m. or next working day.
- Opening of Financial bids will be intimated to technically qualified bidders.

General Conditions:

1. Any reputed firms/ Manufacturers/ Suppliers/ Companies/ Consortium companies /Company registered under Companies Act 1956 are eligible to apply. If there is consortium, not more than two agencies / firm shall be allowed.
2. The Bengaluru Solid Waste Management Limited reserves the right to accept / reject any or all the Tenders without assigning any reasons
3. The Tender shall remain valid for 180 days from the last date of Submission of the tender.
4. The intending Suppliers are requested to note that they should abide by the detailed instructions and conditions contained in the Standard Tender documents.
5. GST shall be paid to the tendered amount separately to the successful bidder.
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. All the required information required for bids must be filled and submit online.
8. For details, registration and e-payment visit GOK KPP portal website https://kppp.karnataka.gov.in or contact kpp helpdesk.
9. Further details with respect to this tender can be obtained from the office of the undersigned on all working days between 10.00 A.M. & 5.00 P.M.
10. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any tender updates, the Employer shall not be liable for any information not received by the bidders. It is the bidders responsibility to verify the KPP portal for the latest information related to the bids, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The bidders is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the bids. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
11. Corrigendum/modification/corrections, if any, will be published in the KPP portal website only.

Sd/-
Deputy General Manager -2
Bengaluru Solid Waste Management Limited

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director BSWML/Chief Commissioner, BSWML for kind information.
3. Chief Executive Officer (BSWML)/Special Commissioner, BSWML for kind information.
4. Chief Operational Officer (BSWML), for kind information.
5. Chief Financial officer (BSWML)/CAO, BSWML for kind information.

6. Company Secretary, BSWML for kind necessary action.
7. Office Copy.

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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bengaluru Solid Waste Management Limited ("BSWML") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Financial Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery

fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

Bruhat Bengaluru Mahanagara Palike (BBMP) is an Urban Local Body (ULB) which is responsible for the administration of the Bengaluru City region. BBMP is the fourth largest Municipal Corporation in India that is responsible for overall civic and infrastructural assets of Bengaluru. It is run by the city municipal council and represents the third level of government. BBMP serves an approximate area of 714 sq. kms, and has an approximate population of 13 million and comprised of 8 zones with 225 wards.

Bengaluru generates about 5500 tons of Solid Waste daily excluding bulk waste. BBMP carries out collection, street sweeping, transportation, processing and disposal of Municipal Solid Waste from generators followed by door-to-door collection system for waste which is then sent to the respective processing facilities based on the stream. Reject and inert waste is sent to the landfill.

Bengaluru Solid Waste Management Limited has been formed by the government of Karnataka vide G.O. No. UDD 256 MNY 2020 Dated: 05.03.2021. The main objective for formation of the BSWML are as under:

1. To carry on the business, within jurisdiction of Bengaluru Urban District including jurisdiction of Bruhath Bengaluru Mahanagara Palike (BBMP), of collection, segregation, transportation, trading, processing, composting, recycling, treatment and disposal of all types of solid waste, including municipal solid waste, electronic waste (e-waste), construction and demolition debris, bio-medical waste, hazardous waste plastic waste etc., undertake use, sale, marketing and/or distribution of all products and by-products that are generated in the process of treatment or disposal of waste and waste products (such as compost, recycled aggregates, energy, segregated combustible fuel and refuse derived fuel generated from waste to energy processes such as bio-methanation etc., methane gas from landfill, processing, electronic products suitable for re-use with or without re-furbishing paper, metals and other materials including chemicals obtained from treatment of wastes) and to develop, construct, remediate, rehabilitate, operate and/or maintain/manage processing facilities for all types of waste and waste products including composting plants, landfills and sewage treatment plants, material recovery facilities, recycled aggregates plant, waste to energy plants, segregated combustible fuels, refuse derived fuel plants, electronic waste processing plants and to also undertake development, marketing, purchase, sale and/or trading of financial instruments that would enable the financing of waste collection, treatment or processing projects (including carbon emission receipts (CERS)) and any other related activities.

2. To promote, own, acquire, construct, erect, maintain, improve, manage, operate, alter, carry on, control, take on lease, advise and render assistance in the construction, erection and maintenance, improvement or working of any industry, company, venture and system or scheme in the area of collection, transportation, processing and disposal of municipal waste, electronic waste, bio medical waste and hazardous waste by processes such as composting, bio-methanation, aerobic/anaerobic treatment,

waste to energy process including producing of refuse derived fuel and any other processes/technologies available.

To streamline the secondary collection/transportation system, minimize blackspots and littering on streets for storage and transportation of solid waste, BSWML proposes establishment of secondary transfer stations by inviting tenders under Turnkey, Lumpsum, Fixed Price No Variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD

The objectives of establishment of Transfer stations are

- To comply with Solid Waste Management Rules, 2016.
- To improve the existing standards of public health and environmental quality by establishing efficient mechanism for c
- Collection and transportation of Municipal Solid Waste.
- Ensure clean and hygienic collection and transportation system of Municipal Solid Waste.
- Improve productivity of man, materials and equipment.
- To improve Visual Cleanliness of streets & reduction/ Elimination of black spots
- To make readily available location for disposal/receipt of waste by public and avoiding burning of waste
- To avoid Leachate dripping on roads unlike the existing compactors
- No. of trips can be increased/ ramped up based on availability of MSW
- To reduce Manual Handling / Avoid human touch and make it contact less handling of MSW
- Designated location earmarked for shifting- avoiding loading on busy streets & spillage of waste.

B. CONTENTS OF BIDDING DOCUMENT

1. Scope of Bid

Establishment of transfer stations by construction/ providing infrastructure, Supplying and installing of static Compactors with closed compaction system along with container change over system, Hook loader mounted on a 28T GVW truck chassis, 20Cum Containers at selected locations for collecting MSW generated under BBMP jurisdiction. BBMP/BSWML will provide land of minimum 2400 Sqm / 25,000 Sq ft for establishing/ setting up each Transfer station of minimum handling capacity of 200 MTPD.

A transfer station consists of civil work with construction of structural shed using pre-engineering members, suitable flooring, electrification, necessary Plumbing provisions, painting, Leachate collection tank, Odour control mechanism, weighbridges, Boom barriers, RFID readers/ Scanners and operator cabin along with equipment's like Static Compactors with an integral unit incorporating the Container change over mechanism and is also fitted with hydraulically operated loading bucket (tip cart/ hopper)

for receiving the MSW from auto tippers or push carts, loading and compaction of the MSW into the container.

The Container is mounted on specially designed frame with rollers and can be handled by a Hook loader mounted on a 28T GVW truck chassis (BS VI make). The hook loader is capable of picking-up the loaded container unit, transportation to the processing plants/Scientific landfill sites, discharging the MSW by hydraulic tipping, thereafter transporting the container back to the Transfer station and placing safely on to the ground.

The principal components of the overall project (1 Location) is listed below:

- Supply, Delivery and Installation of the 2 numbers Static Compactors with container change over mechanism at selected location in BBMP jurisdiction.
- Assembling, Sealing & Stickering of 13 numbers of 20 Cum Containers.
- Supply & Delivery of 5 numbers 28 T GVW Truck chassis (BS VI make).
- Mounting / Installation of the Hook loaders on 5 numbers 28 T GVW Truck chassis.
- Civil works associated with the installation and also necessary infrastructure like electricity connection, CCTV Surveillance, water facility, Odour control system, fire extinguisher, Leachate collection Tank, Weighbridge etc.
- The specification given in the Schedule is minimum requirement, the manufacturer / suppliers should design and supply for the above-mentioned scope of work along with technical specifications with good performance & durability. Considering the feed input & outcome as important criteria.
- The contractor will be responsible to maintain the cleanliness at the Transfer Station and the working (active) area only.
- Electricity: The Power Supply to the Transfer station must be arranged by the Successful bidder at its own cost. BSWML shall help the successful bidder to get the necessary approvals. The contractor must pay monthly bill of power at his own cost. In case of electricity failure, backup power supply arrangement shall be borne by contractor at no additional cost.
- BSWML shall help the successful bidder to get the necessary government approvals. However, bidder has to provide the proper documentation for the same at no additional cost.

2. Payments

2.1. Payments by the BSWML will be made in accordance with Section VI GCC clause 13 and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the supplier shall derive any rights from the Agreement.

3. Corrupt and Fraudulent Practices

3.1. The Government requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a. Defines for the purposes of this provision, the terms set forth as follows:
   i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
   ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

3.2. Minimum eligibility criteria for participation in the bids are:

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

4. Eligible Bidders

4.1. A Bidder may be any reputed firm/ Manufacturers/ Suppliers/ Companies/ Consortium companies /Company registered under Companies Act 1956 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. The Bidder/ authorized dealer/ supplier shall obtain authorization letter from the OEM specifying the name of the work as per Annexure.

4.2. BSWML considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under **Corrupt and Fraudulent Practices**. In pursuance of these bidders, suppliers, and contractors observe the highest standard of ethics. BSWML will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of BSWML regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

4.2.1. The Bidder should submit a Power of Attorney as per the format at Annexure-8, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure-9.

4.2.2. In case the Bidder is a Consortium, it shall, comply with the following requirements:

a) Number of members in a Consortium shall not exceed 2 (two);

b) Members of the Consortium shall nominate Bidder/Manufacturer/Authorized supplier/ dealer as one member as the lead member (the “Lead Member”), the Bid should contain the information required for each member of the Consortium;

c) In case of Consortium, the minimum average turnover of each of the members shall be 10 crores, and the combined Turnover of the consortium members shall be 100% as specified in Section-III.

d) In case of Consortium, for similar nature of work the criteria shall be complied by both the Members of the Consortium as specified at Section III.

e) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by the other member of the Consortium;

f) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to Financial and Work Execution obligations;

g) An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;

h) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:

i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;

ii. The Lead Member would enter into the Agreement with BSWML on behalf of the member of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;

iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;

iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.

i) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

j) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

k) A Bidder including any Consortium Member should, in the last 5 (Five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

l) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

m) The following conditions shall be adhered to while submitting the Bid:

I. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

II. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

III. Not withstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (Five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

n) **Change in Consortium**

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

5. Eligible Goods and Related Services

5.1. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, vehicles etc; and "related services" includes services such as insurance, installation, training of operators/Helpers and driver/helpers for maintenance period

5.2. If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

6. Clarification of Bidding Documents

6.1. A prospective Bidders requiring any clarification of the Bidding documents may write acquires and upload in the kpp Portal or communicate to the O/o The Deputy General Manager-2., BSWML, Vasanth Nagar, 1st floor, Bangalore. The Purchaser will respond to any request for clarification of the tender documents which it receives before Prebid meeting and same shall be uploaded in the kpp portal.

6.2. BSWML is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from BSWML.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Amendment of Tender documents

7.1. Before the deadline for submission of tenders, the BSWML may modify the bidding documents by issuing addendum.

7.2. Any addendum thus issued shall be part of the tender documents and shall be communicated through kpp portal and will be binding on them.

7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the BSWML shall extend as necessary the deadline for submission of tenders.

C. PREPARATION OF TENDERS

8. Cost of Bidding

8.1. The Bidders shall be accompanied by Bid processing fee for the specified amount mentioned in the kpp portal. The supplier/manufacturer can pay the Bid processing fee in the kpp portal using any of the following payment modes.

- Credit card
- Direct debit
- National Electronic Fund Transfer (NEFT)
- Over the counter (OTC)

8.2. For details, registration and e-payment, visit GOK kpp website https://kpp.karnataka.gov.in

9. Language of Tender

9.1. The bid prepared by the Bidder as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

10. Documents Comprising the BID

10.1. The Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD as per ITB clause-20 and second containing Technical Proposal and the third Price bid (Online only), The bidder pay the EMD through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the confirmation receipt shall be submitted along with the tender. And, copy of

technical documents. Price Bid/ financial offer should be submitted online, in case of manual submission of Price Bid, it will be rejected.

10.2. Technical Proposals will be opened online the specified address, date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

10.3. Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

10.4. The Technical Proposal shall contain the following:

- Technical Proposal Submission Sheet;
- Written confirmation authorizing the signatory of the Bid.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Goods and Related Services conform to the Bidding Document;
- Information in Appendix's of Technical proposal Submission Sheet
- Documentary evidence establishing the Bidder's qualifications to perform the contract.
- Manufacturer's authorization if applicable
- Power of Attorney for signing of Bid
- Any other document required as per the Bid Data Sheet and Tender.

10.5. The Price Proposal shall contain the following:

Price Proposal Submission Sheet filled online only.

11. Bid Submission Sheets and Price Schedules

11.1. The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished online

12. Alternative Bids

12.1. Alternative bids not allowed.

13. Bid Prices

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.1. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied.

13.2. The price to be quoted in the Price Proposal Submission format including any discounts offered.

13.3. The price of the goods quoted should be on the basis of delivery at BSWML shall be Inclusive of GST & inclusive of all customs duties and taxes, Entry tax, transportation, packaging, transit insurance, RTO registration of vehicles, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price should also include construction of Transfer Stations with equipment's and vehicles including insurance, consumables and parts. The price quoted should be inclusive of all FOR BSWML.

13.4. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

14. Currencies of Bid

Bid prices shall be quoted in the Indian Rupees.

15. Documents Establishing the Eligibility of the Bidder

15.1. To establish their eligibility Bidders shall:

a. Complete the eligibility documents as required**.**

16. Documents Establishing the Eligibility of Goods and Related Services

16.1. To establish the eligibility of the Goods and Related Services, Bidders shall complete declarations in the Price Schedule Forms.

17. Documents Establishing the Conformity of the Goods to the Bidding Document

17.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

17.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.

17.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive**.**

18. Documents Establishing the Qualifications of the Bidder

18.1. To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1. Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by BSWML. A Bid valid for a shorter period shall be rejected by BSWML as non-responsive.

19.2. In exceptional circumstances, prior to the expiration of the bid validity period, BSWML may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A-Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid.

20. Earnest money deposit (EMD)

20.1. The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only Rs. 1.00 Lakh (Rupees One Lakh only) shall be paid in the KPP portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Real Time Gross Settlement (RTGS).
- Over the counter (OTC) Challan.

21. Format and signing of Tender

21.1. All pages of the Bid shall be signed or initialed by the person authorized signing the Bid. Bidder has to scan these original documents and upload at appropriate place on the online portal.

21.2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Sealing and Marking of Bids

22.1. "Technical proposal, EMD submission details along with full EMD requisites" should be submitted online and "Price Proposal" should be submitted online only.

23. Deadline for Submission of Bids

23.1. Bids must be uploaded no later than the date and time indicated in online notice at the online portal.

23.2. BSWML may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of BSWML and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1. Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

25. Withdrawal, Substitution, and Modification of Bids

25.1. On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

26. Bid Opening

26.1. The technical proposal will be opened online as per schedule time and date and Price proposal of only technically qualified bidders shall be opened online.

26.2. Price proposals will be opened online only.

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1. Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2. Any attempt by a Bidder to influence BSWML in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28. Clarification of Bids

28.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, BSWML may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by BSWML shall not be considered. BSWML request for clarification and the

response shall be in writing or through e mail. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

29. Responsiveness of Technical Proposal

29.1. BSWML determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

29.2. A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a. Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

b. Limits in any substantial way, inconsistent with the Bidding Document, BSWML rights or the Bidder's obligations under the Contract; or

c. If rectified would unfairly affect the competitive position of other Bidders presenting

d. Substantially responsive Technical Proposals

30. Nonconformities, Errors, and Omissions

30.1. Provided that a Technical Proposal is substantially responsive, BSWML may request that the Bidder submit the necessary information or documentation, within a reasonable of Price Proposals on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

31. Preliminary Examination of Bids

31.1. BSWML shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

31.2. BSWML shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.

- Technical Proposal Submission Sheet.

- Written confirmation of authorization to commit the bidder.
- Earnest Money Deposit (EMD).
- Manufacturer's Authorization, if applicable.

32. Examination of Terms and Conditions; Technical Evaluation

32.1. BSWML shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

32.2. BSWML shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

32.3. If, after the examination of the terms and conditions and the technical evaluation, BSWML determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

32.4. If, after the examination of the terms and conditions and the technical evaluation, BSWML may reject the bid

- If any false representation of documents or misleading information is submitted by the bidder.
- Any record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

33. Right to Accept Any Bid, and to reject any or All Bids

33.1. BSWML reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. AWARD OF CONTRACT

34. Award Criteria

34.1. BSWML shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

35. Right to Vary Quantities at Time of Award

35.1. At the time the Contract is awarded, BSWML reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Bid document with the approval of the Board, provided this does not exceed the 25 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document**.**

36. Notification of Award

36.1. Prior to the expiration of the period of bid validity, BSWML shall notify the successful Bidder, in writing, that its Bid has been accepted.

36.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

37. Signing of Contract

37.1. Promptly after notification, BSWML shall send to the successful Bidder the Agreement.

37.2. Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to BSWML.

38. Performance Security

38.1. Within thirty (30) days of the receipt of notification of award from BSWML, the successful Bidder shall furnish the Performance Security equal to 5% of the total capital cost in the form of Bank guarantee. The Performance security on capital cost to be valid for a period of one year/ DLP/ warranty period.

38.2. Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In that event BSWML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by BSWML to be qualified to perform the Contract satisfactorily.

39. Advance Payment and Security:

39.1. The Employer will provide a Mobilization advance of 5% on the Capital cost against Bank Guarantee (The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above condition).

SECTION II – BID DATA SHEET (BDS)

A. INTRODUCTION	
1.	The Deputy General Manager - 2, on behalf of Managing Director, BSWML hereby invites sealed bids from competent bidders for Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD.
B. BIDDING DOCUMENT	
2.	All correspondence, collection and submission of Bidding document is to be made to the O/o The Deputy General Manager -2, BSWML.
	Clarification may be obtained prior the Prebid meeting as per the schedule
C. PREPARATION OF BIDS	
3.	The language of the Bid is English. Response to the bids in English
4.	Alternative Bids are not permitted
5.	The prices quoted by the Bidder shall be: fixed
6.	The currency of the Bid shall be: Indian rupees.
7.	The bid validity period shall be 180 days.
8.	Bidder may contact the officials at BSWML to get any other information about the equipments and vehicles required
D. SUBMISSION AND OPENING OF BIDS	
9.	Only one Bid is to be submitted by each bidder. Technical and financial bid should be submitted online.
10.	The written confirmation of Authorization of manufacturer to sign.
E. EVALUATION, AND COMPARISON OF BIDS	
11.	Bidders are allowed to quote price in Indian Rupees only.
F. AWARD OF CONTRACT	
12.	BSWML shall award the Contract to the Bidder whose offer has been determined to be the lowest and is substantially responsive to the Bidding Document.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

A. EVALUATION CRITERIA

BSWML will evaluate and compare bids on the basis of price quoted by the eligible bidders to arrive at the least cost.

1. Technical Criteria

1.1. The minimum technical level of the Goods and Related Services offered by the bidder shall comply with the minimum acceptable level and specification for each criterion enumerated in the Schedule of Supply.

The non-compliance of the minimum acceptable criteria shall make the bidder's bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis.

2. Economic Criteria

2.1. Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment are not permitted.

2.2. Adjustment for Deviations in the Delivery and Completion Schedule. The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule. Bids offering delivery schedules beyond stipulated completion period shall be rejected.

2.3. Omissions or Missing Items:
The cost of omissions or missing items in the scope of supply, services, etc. would be not be considered. Bids offered for part scope of work from one lot shall be rejected.

2.4. Local Handling and Inland Transportation
Cost for inland transportation, transit insurance and other incidental costs for delivery of the goods shall be included in the PRICE. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its bid, it will be considered as included in his bid price bid.

B. QUALIFICATION CRITERIA

1. Financial Criteria:

Sl. No	Eligibility and Qualification Criteria	Compliance Required
1	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium members combined average turnover for any two (2) years out of last Five (5) financial years (FY 2019-20 to 2023-24) preceding the bid due date	1. Certificate from the statutory auditor / CA clearly specifying the average annual turnover for the

	shall not be less than Rs.2524.00 Lakhs. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2022 – 2023. (However, each member of the consortium shall have a minimum turnover of Rs.1000.00 Lakhs)	specified years. 2. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium), preceding the year in which the Bid is made.
2	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium members, Liquid Assets and / or availability of Credit Facilities of no less than Rs.631.00 Lakhs	Credit lines / Letter of credit Certificate issued by any nationalized /scheduled bank shall be furnished.
3	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium members, Net worth should be Positive at close of the preceding year	Certificate from the statutory auditor / CA.

1.2 In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other member of the Consortium will be considered.

2. Technical Criteria

2.1. The Bidder/Consortium shall submit the data and information along with the work order, completion certificate and reference on past performance etc. required to demonstrate that the Bidder/Consortium meets the minimum criteria as specified in the chart below.

Sl. No	Eligibility and Qualification Criteria	Compliance Required
1	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium participating in the bid shall have valid registration with the Government. The manufacturer company/ OEM should issue Inclusive letter of authorization to the bidder participating in the bid.	1. Copy of Certificate of Registration with Government organization / copy of certificate of Incorporation/ Registration under companies Act, 1956/ 2013. (EPF and ESIC registration certificate) 2. Consortium Agreement / MoU clearly stating the roles and responsibilities of each member of the consortium is required if the bidder is other than a manufacturer. 3. Manufacturers Authorization

2	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium member as a prime contractor should have satisfactorily supplied, delivered, tested and commissioned minimum of 2 Nos. similar type Closed Compaction System (Transfer Station – Stationary Compactor) with 2 Container changeover Mechanism, 4 Nos hook loader with Chassis and 11 Nos Containers of 20 Cum capacity to any Government departments/ ULB / PSU in India in any one of the last 5 financial years (2019-20 to 2023-24).	For each eligible assignment, bidder(s) should furnish copy of work order/ Purchase Order/ LOI / LOA and Work completion certificate/ successful commissioning certificate issued by the competent authority not below the rank of an Executive Engineer or equivalent.
3	The Bidder/Manufacturer/Authorized supplier/ dealer / consortium members should have supplied, delivered, tested and commissioned similar type Closed Compaction System (Transfer Station – Stationary Compactor) to handle minimum Two plant of capacity of equal or more than 80TPD or one plant of capacity of equal or more than 160 TPD of MSW to any Government departments/ ULB / PSU in India in any one of the last 5 financial years (2019-20 to 2023-24).	Experience Certificate issued by the competent authority not below the rank of an Executive Engineer or equivalent.
4	The similar type Closed Compaction System Transfer Station – Consisting of 2 Stationary Compactors, 4 Nos hook loader with Chassis and 11 Nos Containers of 20 Cum capacity should be working satisfactorily for any 2 years in last 5 years, supplied to any Government departments/ ULB / PSU in India in the last 5 financial years (2019-20 to 2023-24).	Satisfactory working Certificate issued by the competent authority not below the rank of an Executive Engineer or equivalent.
5	**Local Presence** In case of consortium between Manufacturer and authorized dealer/ supplier, the OEM should have presence in with their registered service center in India for a minimum period of 5 years with GST/VAT/Service Tax/ Sales Tax Registration for similar type Transfer station equipment	Copy of GST/VAT/Service Tax/ Sales Tax Registration certificate or any other valid document/ registration certificate issued by the Central/ State Govt. department/ organisation as proof of having the office (with address) of OEM for the last 5 years in India.

2.2. Has repair and service facilities in Bangalore, India and shall provide an undertaking that successful bidder shall either develop its own facility or authorize service center at Bengaluru for day-to-day maintenance of equipment's.

2.3. Spare Parts

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 3 months of placement of order. Should assure the ready availability of the any or all the spare parts of the proposed equipment in India.

1) Bidder/ Authorized supplier/ dealer shall also furnish necessary certificate from Original Equipment Manufacturer, OEM certifying that they shall provide new & unused machine in the event, they are successful bidder.
2) The Bidder/Manufacturer/Authorized supplier/ dealer should certify that they will supply spares and render services for the offered machines, for a minimum period of 07 years from the date of supply.
3) The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last Five years and does not have Blacklisting History. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bid shall be rejected.
4) Tenderers who meet the above specified minimum qualifying criteria, will only be qualified.

2.4. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have**:**

a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

SECTION IV - BIDDING FORMS

A. TECHNICAL PROPOSAL SUBMISSION SHEET

Invitation for Bid No:DGM-2/BSWML/TEND/02/2024-25 Date: 21.05.2024

To,

The Deputy General Manager - 2
Bengaluru Solid Waste Management Limited,
1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar,
Bengaluru-560 052

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

Sl.No.	Description of Goods and Related services
1	Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD..

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) If our Bid is accepted, we commit to obtain a Performance Security of 5% of the Contract Price for the due performance of the Contract.

(e) We are not participating, as Bidders, in more than one Bid in this bidding process.

(f) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name (complete name of person signing the bid)

In the capacity of (legal capacity of person signing the bid)

Signed (signature of person)

Duly authorized to sign the Bid for and on behalf of (**name of bidder)**

Date (Insert date of signing)

B. (DETAILS OF TURNOVER)

Annual Turnover Proposal Submission Sheet		
Sl.No	**Year**	**Turnover (Indian Rupees)**
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23	
5	2023-24	
	Average	

C. (DETAILS OF LITIGATION / ARBITRATION AND OTHER CLAIMS)

Sl.No	Year	Name of the Employer	Matter of dispute	Disputed amount in Rs	Whether the award was for or against the firm or pending

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

D. MANUFACTURER'S AUTHORIZATION

Invitation for Bid No.: DGM-2/BSWML/TEND/02/2024-25 Date: 21.05.2024

To,
The Deputy General Manager - 2
Bengaluru Solid Waste Management Limited,
1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar,
Bengaluru-560 052

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service center at Bengaluru for day-to-day maintenance of equipment's.

Name (complete name of person signing the security)

In the capacity of (legal capacity of the person signing the security)

Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)

Date (Insert date of signing)

Note: This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer.

SECTION V - SCHEDULE OF WORK

A. LIST OF GOODS AND RELATED SERVICES

Sl. No.	Description of Goods and Related services
1	Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Design, Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD..

B. DELIVERY AND COMPLETION SCHEDULE:

The purpose of the delivery and completion schedule is to specify the delivery dates of the goods and related services. The delivery and completion schedule, as part of the schedule of supply constitute a contract document and, therefore it will be a part of the contract.

Sl. No.	Description of Goods and Related services	Contract completion period
1	Construction of Transfer Station and Supply, installation static compactors with container change over mechanism, 20cum containers along with supply of Hook loaders with 28TGVW Chassis.	6 months from the date of handing over the site.

C. Technical specifications

Bidder shall construct all the civil works after taking approval on designs from BSWML. All the other necessary works related to erection and commissioning of equipment at transfer station including electrical works, panel, minor civil works for installation or any other allied works shall also have to be done by the successful bidder. BSWML shall provide the required electric load for transfer station as per requirement at the inlet of the transfer station shed.

Bidder shall also provide the following:

- Weighing bridge at appropriate location to register entry and exit of vehicles.
- RFID tags on hook loader vehicles
- RFID tags on Container bins
- RFID reader at transfer stations
- Integration with cameras to capture image of vehicle (along with number plate) entering and exiting transfer station
- Integration with weighing scale to capture weight data of loaded and empty vehicles.
- All the above data should be integrated with Central Command and Control Centre

D. Technical Specification for Transfer station

All necessary work related to construction, erection and commissioning of equipment at transfer station including civil works, electrical works, panel installation, permits or any other allied works shall have to be done by the successful bidder.

The Minimum Technical specification of civil work is as follows:

a) Shed: The shed of minimum 30m x 24m is to be constructed to house the stationary compactors along with the Tipcart, Hopper and container change over mechanism. The Earth work excavation for foundation of structures upto 3m by mechanical means as per drawing and technical specifications including setting out, providing shoring, strutting and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, filling back the excavated earth to the extent required and utilizing / disposal of the remaining soil to the nearest low-lying area, barricading, safety measures, bailing out of water wherever necessary as per standard specifications and. Providing two bulb underreamed pile foundation upto maximum 5m depth, laying 20mm and down size jelly RCC M 20 keeping the reinforcement edge cutting etc., Cement Concrete for Reinforced Concrete in Pile Cap as per Drawing and Technical Specification complete as per specifications. RCC with OPC design mix M20 @ 320kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.46cum, with super plastisiser @31ts confirming to 159103-1999 Reaffirmed-2008.

b) Construction of Embankment with Material Gravel/ Murrum. Construction of embankment with approved material Gravel/Murrum with all lifts and leads, transporting to site, spreading, grading to required slope and compacting to meet requirement Table 300- 2 complete as per specifications.

c) Excavation for Foundation, Rain water harvesting tank/Sump of 10,000 Litres and Leachate Tank of 25,000 Litres capacity with centering, shuttering, strutting, propping etc., Providing cement concrete of mix M20 for the Sump, leachate tank, ramp, Platform for DG Set and Control panel.

d) Fabricating, supplying and erecting M.S. angular Truss of span up to 10m. the bottom & top member should be provided with 50x50x6mm double equal angles, welded back-to-back and in between top & bottom line, in areas of mid-section to be provided with 50x50x6mm equal single angle for vertical and inclined members and at supporting ends 40x40x5mm single angle should be provided. All the members are to be welded together with 6mm gusset plate as per approved Drawing. The entire truss is anchored in RCC column by using M.S. anchor bolts at each support, with 10mm thick base plate and shoe plate.

e) Installation of pre-painted Galvalume iron Trapezoidal profiled sheet of approved make 1060 mm width (1000mm cover width), 28-30 mm crest height with crest distance of 200 mm c/c with total coated thickness of the sheet shall be 0.47mm +/- 0.02mm using self-drilling/ self-tapping screws of 25mm length should be fixed over the existing purlins, rafters, channels and trusses.

f) Minimum 4 nos of 4Kg Fire extinguisher to be provided

g) Odour Control: 25mm approved make heavy tubes, including Tees, elbows, checknuts, unions, flanges to be used for odour control the nozzles of brass make to be placed in a grid of 2m Cross section, suspended from the ceiling/roof of the shed.

h) Weighbridge: Electronic 40ton capacity 1 no of weighbridge to be provided in the transfer station. 2 weighbridges to be placed at the entry and exit gates of the transfer station for primary collection vehicles/ Auto Tippers and one weighbridge for secondary transportation vehicles. The weighbridge shall have automatic reset force transmission mechanism, gross weight, net weight, tare weight, dynamic, underload and overload status display, car/ vehicle number, tare storage, itemized accumulation, total accumulation, data output, automatic printing etc.,

i) RFID Reader & Automatic BOOM Barrier: each transfer station shall be provided with the required number of RFID reader & Automatic Boom Barrier at the entry & exit points.

j) Electrical: The transfer station should be provided with the required copper wiring, Galvanized metal box, Switch plates MCB distribution Boards, Earth Leakage Miniature circuit breaker (ELMCB), 1.1 KV LT UG cable etc.

k) CCTV surveillance: The transfer station should be provided with 8 no of 2.0 Mega Pixel IP camera operating day and night and the viewing distance is about 150 m with NVR control box and recording device to connect up to 32 devices, 4TB Hard disk for storage.

l) The monitoring mechanism should have SCADA system installed

The above specifications are indicative, however the successful bidder shall submit a detailed design and drawing with specifications which shall be approved by BSWML with or without any changes / modifications.

Technical specification Transfer Station Equipment, Containers and Hook Loader with Vehicles is as per the details given below.

TECHNICAL SPECIFICATION OF HOOK LOADER

a) GENERAL DESCRIPTION:

Manufacture and supply of specially designed Hook Loader of adequate capacity and capable of lifting fully loaded 20Cum Container.

The machine should have self-loading & unloading features. The main structure of the equipment should be of a robust construction specially designed for heavy duty applications.

The unit to have one pair of specially articulated strengthened steel boom arms linked through a Tie-rod, that move about the hinged axis on the chassis, to load and unload the Container, filled with waste material.

The loading and unloading of the Container to be done by the reverse and forward movements of the hydraulic cylinders connected to the Hook Loader arms.

Stabilizers shall be provided at suitable locations at the rear of the vehicle to ensure vehicle stability during the loading & unloading cycle of operation.

b) CONSTRUCTION/FEATURES OF HOOK LOADER:

1. **Bottom Frame:** The bottom frame comprises two longitudinal main runners and cross reinforcement. To the rear of the system the pivot point of the tipping frame is attached. The pivot point is situated as low as possible into the bottom frame. Hence the tipping capacity of the cylinders is augmented.

The bottom frame has several container rollers divided over the full length, which supports the container's lower main frame. As well at the front of the bottom frame high tensile steel slide supports are placed to support the container over a big surface.

At the front of the frame the cylinder bridge construction is located, providing a strong and solid attachment for the main cylinders. The tipping frame automatically locks onto the bottom frame during the unloading procedure.

2. **Tipping Frame**: The tipping frame enables the system to tip the containers. The tipping frame rotates at the rear of the system's bottom frame and has its high tensile anti-wear rollers on which the container is supported. At the tipping frame a steel locking device is constructed in order to lock to the main off-loading frame. These two components are locked together for tipping the container.

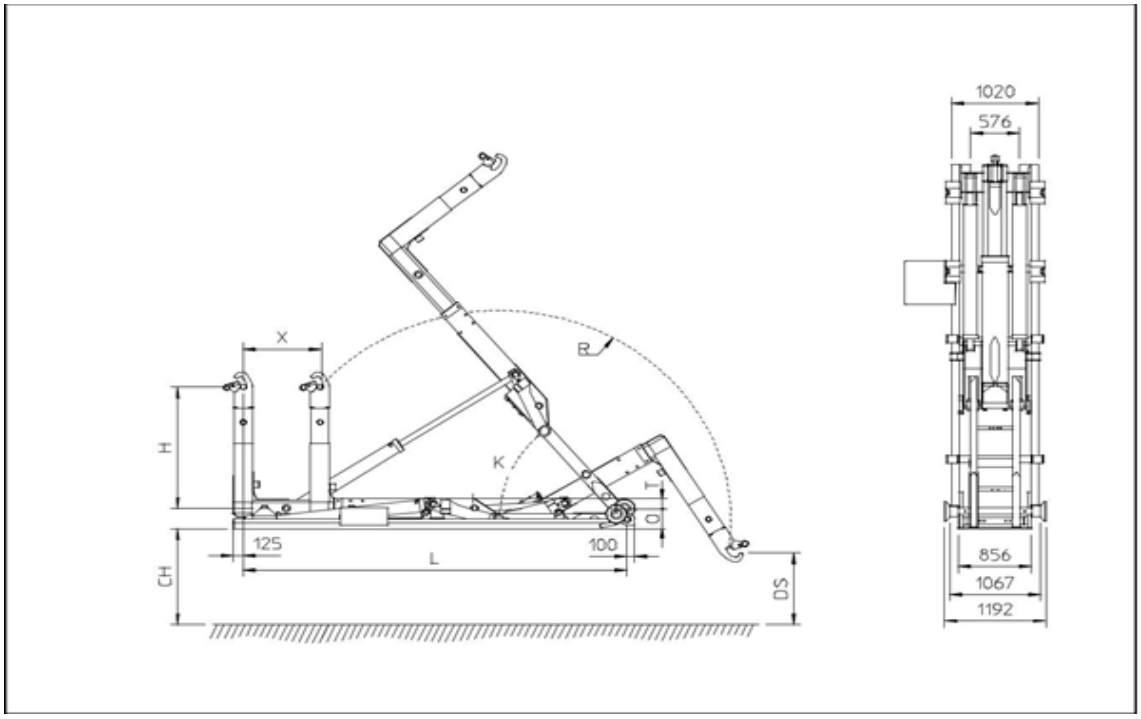
3. **Off – loading frame:** The off-loading frame has the hook mast, which slides front and backwards. The off-loading frame enables the system to roll off the container. The off-loading frame rotates in the middle of the main frame at the front of the tipping frame. During the operation the hook masts moves backwards and unlocks the off-loading frame from the tipping frame. After this the two double acting main cylinders will rotate the off-loading frame and enables the system to roll-off the container.

4. **Container Locking:** Automatic Container locking should be operated on hydraulics.

5. **Shot blasting and Painting:** Every component of the hook-loader should be separately shot blasted and thoroughly painted with a durable primer previous to final assembly, thus assuring superior corrosive protection and an extensive life span.

6. **Hydraulics:** The hydraulic system should comprise of two double action high-pressure main cylinders, one sliding cylinder, pneumatically actuated valve block and all necessary piping, hoses and connectors. Further an oil tank should be separately provided, including suction and return filters. Hook-loader should be provided with hose-burst protection and an automatically hydraulic blocking of the sliding function during tipping operation.

7. **Controls:** The controls of every operation have to be well placed inside the driver cab at assessable position and same time visualize the actual operations. The main valve-block should also be operated with an emergency handle in case of malfunction of the in-cab controls.



X	**(mm)**	1000
L	**(mm)**	5350
O	**(mm)**	280
K		49º
R	**(mm)**	3045
T	**(mm)**	130
Weight[1]	**(kg)**	2375
DS	**(mm)**	1167
Min./max. container length (mm)		4400-6450
Loading (time)[2] (s)		39
Unloading (time)[2] (s)		49
Tipping (time)[2] (s)		43
Fast unloading (time)[2] (s)		19

c) TECHNICAL SPECIFICATION OF STATIC COMPACTOR WITH TIP CART

- Horizontal Compaction Machine with Tip Cart mechanism
- Hopper
- Guillotine system
- Hydraulic Clamping Claw
- Drainage System for leachate
- Hydraulic Power Pack
- PLC based Electronic Controls.
- Container change over system (Two Containers)

Compaction Chamber Volume	m^3	3
Compress cycle time	sec	41 ± 2
Theoretical volume capacity	m^3/h	263
Normal pressure	Bar	260 ± 10
Max pressure	Bar	300 ± 10
Normal compaction force	KN	320
Max compaction force	KN	370
Power	KW	11
Distance into container	mm	500
Voltage	V	415± 5%
Compaction ratio (t/m3)	t/m^3	0.6 – 0.8
Rear tipcart lifting capacity	Kg	2400
Rear Tipcart Volume	m^3	6

d) Features of 20Cum Containers:

- Cylindrical Shell with Guillotine door.
- Leachate collection Tray
- Ratchet Mechanism for closing and opening of container Doors.
- Drain Valves
- Set of metallic Rollers.
- Sub frame

Description	Units	
Container effective capacity	m^3	20, Cylindrical Body
Overall Dimension (Diameter x length)	mm	2200 x 7071

Floor thickness	mm	5
Side wall thickness	mm	4
Weight	Kg	Approx. 4130
Pick-up system		Hook Lift
Cleaning tabs		NA
Drain tabs		2 on side walls at rear
Wastewater collection chamber		Inside bottom
Rollers		Two heavy duty rollers at rear
Sealing		Omega profile between rear door and last end beam
Tail Door		Top Hinged Heavy Duty Tail door
Locking		Ratchet Mechanism

1. The container shall be provided with leachate collection tray for collection of leachate during compaction of MSW & shall be with suitable drainage system to unload nearby drain. Leachate will not drop on road during transportation due to leak proof sealing at rear door.

2. Compaction unit shall be powered by Hydraulic power unit, energy saving, low noise level, load sensing system.

3. Entire body shall be in cylindrical shape, for an easy discharge of waste and ensure complete filling. Shell thickness shall not be less than 4 mm.

4. Container Body shall be completely smooth, without any reinforcement ribs on the body surface, to reduce material stress and keep the strength of the body intact and avoid deformation due to weld joints.

5. Body bottom shall be flat enough to accommodate Body runner's (bottom long members) to support the Compactor Body on Hook Loader.

6. Dish end type back door assembly shall be top hinged with vertical travel to unlock the door. Door thickness shall not be less than 4 mm.

7. Automatic rear door locking arrangement shall be equipped with four cams located at four corners of the door to ensure zero leakage. All four cams shall be engaged with rear door by mechanical ratchet locking mechanism.

8. Special rear door rubber with double lid to ensure the sealing of the compactor and can be demountable

9. All electro-hydraulic functions and working principle of machine shall be PLC based, monitoring operational conditions, duration of operation, trouble shooting, loading percentage, periodic maintenance schedule etc. same shall be indicated on LCD screen when required and the same warned by visual or audible indicators.

10. Inspection door at one side of the compaction unit shall be provided; door shall be equipped with sensors to ensure the door is in closed condition while the compaction is in progress and vice-versa.

11. A reinforced front inspection gate installed with a rubber for easy maintenance access to the cylinders.

12. Hydraulic Power Pack shall be accommodated within the compaction unit and same shall be mounted on rails to facilitate maintenance & repair as & when required, from outside of the machine.

13. Control panel of operating system shall be equipped with start key & lock, display screen, emergency stop, main switch, connecting socket and operating push buttons.

14. All electrical circuits shall be enclosed in control box with start & stop buttons.

15. Control panel is located outside the operating area, safe for the operator.

16. Construction of entire compactor shall be robust and enough sturdy to maintain its structure throughout its service life.

17. Rear frame, front frame, rear door and structure of compaction unit shall be of high strength steel of Y.S 355 MPa.

18. Floor and sides of charge chamber shall be minimum 6 mm thick and made of high strength steel of Y.S. 700 M Pa and shall be supported by longitudinal members and intermediate bracing.

19. The Trapezium Crusher Block shall have a scissor shaped head to crush the refuse inside the container. Special teeth inside the container shall be provided to retain the refuse inside the container.

20. The trapezium Crusher block is made out of high strength steel of Y.S. 700 up to 1000 M Pa

21. Container shall be of cylindrical shape to ensure good compaction ratio, light weight, Hi-strength longer life, and easier discharging of all refuse after compaction.

22. The work flow of the arrangement shall be such that - loading the waste in to Tip Cart by collection vehicle - loading the waste in to Compactor by Tip Cart - handling the full container with hook loader - transport the container to dump yard - discharging the waste.

a) SAFETY FEATURES :

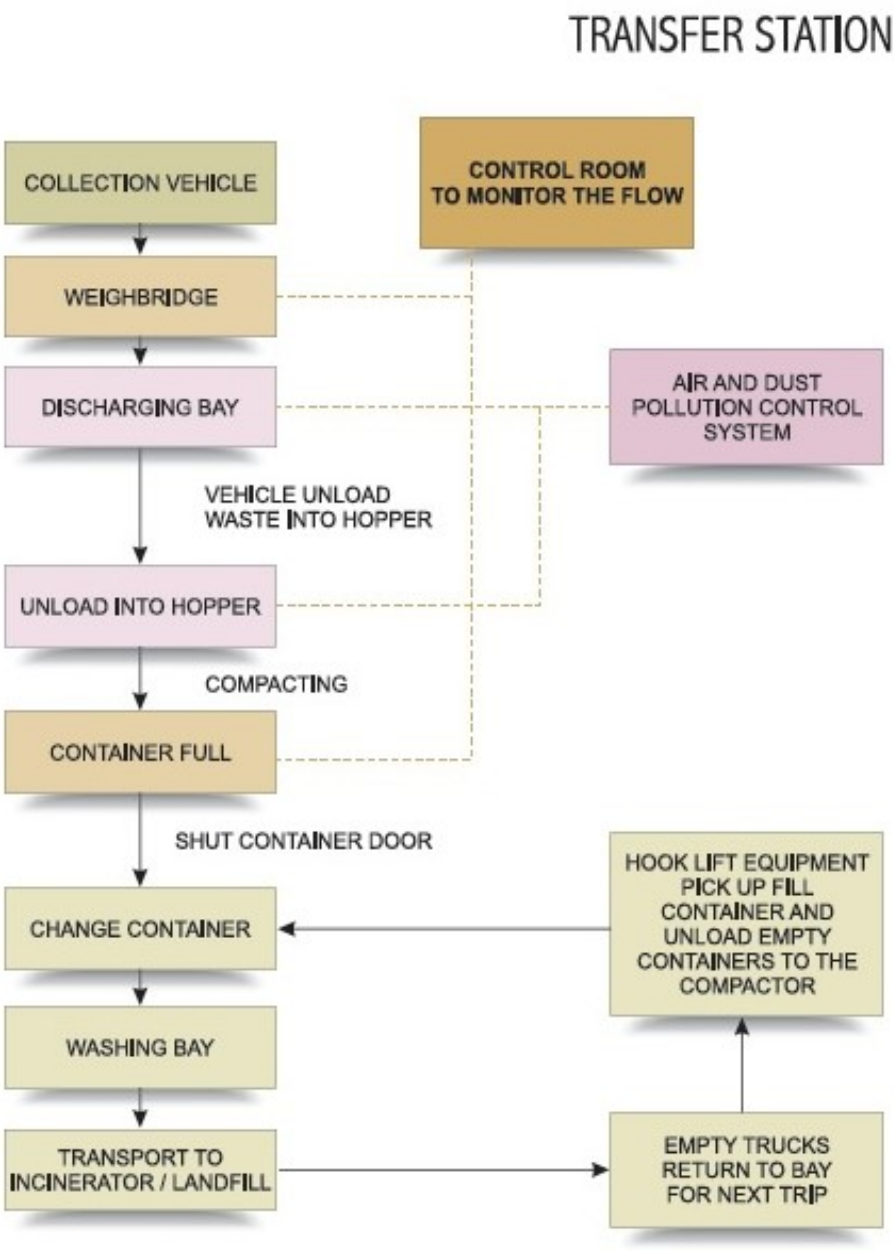
1. All safety features would be included in the unit like start/stop buttons.

2. The compaction would not start when the checking window/door is open.

3. Indicating lights would be provided to indicate the status of the operation.

The tentative schematic diagram for Transfer Station is enclosed separately with the RFP & it may vary as per site conditions and bidders design.

The tentative flow diagram for Transfer Station is as below & it may vary as per site area


TRANSFER STATION
COLLECTION VEHICLE
CONTROL ROOM TO MONITOR THE FLOW
WEIGHBRIDGE
DISCHARGING BAY
AIR AND DUST POLLUTION CONTROL SYSTEM
VEHICLE UNLOAD WASTE INTO HOPPER
UNLOAD INTO HOPPER
COMPACTING
CONTAINER FULL
SHUT CONTAINER DOOR
HOOK LIFT EQUIPMENT PICK UP FILL CONTAINER AND UNLOAD EMPTY CONTAINERS TO THE COMPACTOR
CHANGE CONTAINER
WASHING BAY
TRANSPORT TO INCINERATOR / LANDFILL
EMPTY TRUCKS RETURN TO BAY FOR NEXT TRIP

TECHNICAL SPECIFICATION OF TRUCK CHASSIS

The hook loader should be mounted on Truck Chassis of 28 T GVW (BS VI make) of TATA/Ashok Leyland /Eicher or equivalent. The Chassis should be with Non-Sleeper Driver Cabin fitted with PTO and Hydraulic Pump. It should have wheel base Not less than 4800 mm

The vehicle should be fitted with GPS tracking system with real time data transmission to central facility.

All the Vehicles should be registered with the respective RTO in the name of “The Chief Commissioner, BBMP, Bengaluru”.

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Agreement entered into between BSWML and the Successful bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Successful bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Delivery" means the transfer of the Goods from the Successful bidder to BSWML in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the Related Services by the Successful bidder in accordance with the terms and conditions set forth in the Contract.

g) "GCC" mean the General Conditions of Contract.

h) "Goods" means all of the commodities, raw material, machinery and equipment, compacter vehicles and/or other materials that the Successful bidder is required to supply to BSWML under Contract.

i) "TS" mean the Transfer Station.

j) "Purchaser" means BSWML purchasing the Goods and Related Services.

k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training operator, driver/helper and operation and maintenance and other similar obligations of the Successful bidder under the Contract.

l) "SCC" means the Special Conditions of Contract.

m) "Successful Bidder" means the Manufacturer /Authorized dealer or a consortium company or a combination of the above, whose bid to perform the Contract has been accepted by BSWML and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful bidder.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

The Government requires that Bidder/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) Defines for the purposes of this provision, the terms set forth as follows:

i "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject the proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract

d) 2.1 **Minimum** eligibility criteria for participation in the bids are:

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of bids

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 **Entire Agreement**

The Contract constitutes the entire agreement between BSWML and the Successful bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.4. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and BSWML, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Successful bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6 Consortium or Association

Consortium or association are allowed as per the clause ITB 4

7 Notices

Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8 Jurisdiction

For all legal matters Jurisdiction shall be Bengaluru only.

9 Scope of work

The Goods and Related Services to be supplied shall be as per Schedule of Supply mentioned in the bid document Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

10 Delivery

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at BSWML

11 Successful bidder Responsibilities

The Successful bidder shall supply all the Goods and Related- Services included in the Scope of work in accordance with Schedule of work.

12 Contract Price

Prices charged by the Successful bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Successful bidder in its bid.

13 Terms of Payment

The Successful bidder's request for payment shall be made to BSWML in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract.

The Tentative Milestones payments to the bidder shall be as follows, however a detailed milestone activity with payment schedule shall be submitted by the successful bidder, which shall be approved by BSWML with or without changes.

Description of Milestone	Physical Achievement	Period from the date of Notice to proceed/ Possession of site cumulative months	% of payment
Milestone 1	Detailed Design of Components & Submission of Drawings	2 months	20% of the capital cost
Milestone 2	Providing necessary civil work, associated with the Establishment of Transfer station. infrastructure like structural shed, electricity connection, CCTV Surveillance, water facility, Odour control system, fire extinguisher, leachate collection tank, weighbridge, RFID Scanner, Control room for operator at specified locations	5 months	30% of the capital cost
Milestone 3	Supply, delivery and installation of static Compactor with container changeover mechanism and Supply and delivery of 20cum containers and hook loader with 28TGVW Truck Chassis	6 months	50% of the capital cost (ensuring the completion of the shed)

Payments shall be made promptly by BSWML, no later than sixty (60) days after submission of an invoice or request for payment by the Successful bidder, and BSWML has accepted it.

14 Taxes and Duties

The Lump Sum (L.S.) Amount for which the Tender is approved shall be inclusive of all Expenses for the proper and entire Completion of the Work as per the approved detailed design & drawings and shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc., with Inclusive of GST. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

15 Performance Security

Within 30 days of receipt of the notification of contract award, the Successful bidder shall furnish separate Performance Security for an amount equal to 5% of the contract value in the form of Bank guarantee, The Performance security on capital cost to be valid for a period of one year/ DLP/ warranty period. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Successful bidder 's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or
b) A cashier's cheque or Banker’s certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.;

The Performance Security will be discharged by the Purchaser and returned to the Successful bidder not later than 60 days following the date of completion of the Successful bidder's performance obligations, including any Warranty obligations, under the Contract.

In the event of any contract amendment, the Successful bidder shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

16 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to BSWML by the Successful bidder herein shall remain vested with the Successful bidder, or, if they are furnished to BSWML directly or through the Successful bidder by any third party, including Successful bidders of materials, the copyright in such materials shall remain vested in such third party.

17 Confidential Information

BSWML and the Successful bidder shall not misuse documents, data, and other information received from the Successful bidder for any purposes related to the Contract.

18 Subcontracting

The Successful bidder would not be allowed to sub-contract work, except for the following:

· Structure, Civil and Architectural works

· Cabling and fixtures work and all civil work during implementation.

Sub-contracting shall be allowed only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to Authority.

19 Specifications and Standards

Technical Specifications

The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned Schedule of Work and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

20 Packing and Documents

The Successful bidder shall provide such packing of the Goods/spares as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any and in any other instructions ordered by BSWML.

21 Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Successful bidder has to do transit insurance of all the equipment and vehicles up to BSWML workshop/store.

22 Transportation

Transportation of the Goods shall be in accordance with the Schedule of Work.

23 Inspections and Tests

The Successful bidder shall carry out all tests and/or inspections of the Goods and Related Services by Govt. Authorized Quality inspection agencies.

The inspections and tests may be conducted on the premises of the Successful bidder, at point of delivery, and/or at the final destination of the Goods, if conducted on the premises of the Successful bidder, facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to BSWML.

BSWML designated representative shall be entitled to attend the tests and/or inspections.

Whenever the Successful bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to BSWML. The Successful bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable BSWML its designated representative to attend the test and/or inspection.

BSWML may require the Successful bidder to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Successful bidder reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Successful bidder 's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Successful bidder shall provide BSWML with a report of the results of any such test and/or inspection.

BSWML may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Successful bidder shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to BSWML, and shall repeat the test and/or inspection, at no cost to BSWML.

The Successful bidder agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by BSWML its representative, nor the issue of any report pursuant shall release the successful bidders from any warranties under the Contract.

24 Liquidated Damages

A. **For Supply** : If the successful bidders fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, BSWML may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, BSWML may terminate the Contract.

25 Warranty

The Successful bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Successful bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal conditions.

The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for eighteen (18) months after the date of shipment whichever period concludes earlier.

BSWML shall give Notice to the Successful bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof arising under this warranty.

Upon receipt of such notice, the Successful bidder shall, **within the period specified in the SCC,** and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Successful bidder shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

If the Successful bidder, having been notified, fails to remedy the defect(s) **within the period specified in the SCC,** BSWML may proceed to take such remedial action as may be necessary, at the Successful bidder risk and expense and without prejudice to any other rights which the BSWML may have against Successful bidder under the Contract.

26 Limitation of Liability

Except in cases of gross negligence or willful misconduct:

Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to BSWML; and

a) The aggregate liability of the Successful bidder to BSWML, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify BSWML with respect to patent infringement.

27 Force Majeure

The Successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful bidder. Such events may include, but not be limited to, acts of BSWML in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Successful bidder shall promptly notify BSWML in writing of such condition and the cause thereof.

28 Extension of Time

If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Successful bidder shall promptly notify BSWML in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful bidder notice, BSWML shall evaluate the situation and may at its discretion extend the successful bidder time for performance, in which case the extension shall be ratified by the parties by amendment.

Except in case of Force Majeure, a delay by the Successful bidder in the performance of its Delivery and Completion obligations shall render the Successful bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

29 Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

29.1 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

a. The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

b. The Employer instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 30 days;

c. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.

d. The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

f. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract, then the Employer may

29.2 Termination for Default

BSWML, without prejudice to any other remedy for fundamental breach of Contract, by Notice of default sent to the Successful bidder, may terminate the Contract in whole or in part:

i. If the Successful bidder fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by BSWML.
ii. If the Successful bidder fails to perform any other obligation under the Contract.

a) In the event BSWML terminates the Contract in whole or in part, BSWML may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Successful bidder shall be liable to BSWML for any additional costs for such similar Goods or Related Services.

b) If the Successful bidder, in the judgment of BSWML has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.

Any of the following events shall constitute an event of default by BSWML, unless caused by a Service provider event of default or a Force Majeure Event.

c) BSWML has failed to make any payments due to the Service Provider as per Section VI clause 13 and more than 90 (ninety) days have elapsed since such default;

d) BSWML has repudiated this Agreement;

e) BSWML commits a material default in complying with any of the provisions of this Agreement and such default has a material adverse effect on the service provider;

29.3 Termination for Insolvency

BSWML may at any time terminate the Contract by giving Notice to the Successful bidder if the bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSWML.

30 Payment upon Termination

30.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the

contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

30.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly

31 Procedure for resolution of Disputes:

31.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

31.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

31.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

32 Assignment

Neither BSWML nor the Successful bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sl.No.	Special Conditions of Contract
1	Upon delivery of the Goods, the Successful bidder shall notify BSWML and send the following documents to BSWML: 3 copies of the Successful bidder's invoice showing the description of the Goods, quantity, unit price, and total amount; (a) Manufacturer's or Supplier's warranty certificate; (b) Inspection certificate issued by the Govt or BSWML nominated inspection agency, and the Supplier's factory inspection report; and (c) Certificate of origin. (d) Receipt of Goods from the authorized officer by Commissioner of BSWML along with details of stock entry in BSWML. (e) Physical inspection report of authorized officer of BSWML.
2	The prices shall be fixed. No price adjustments shall be paid.
3	Third party inspection by Govt. Authorized Quality inspection agencies will be carried out for construction of transfer station along with erection & commissioning of static compactors, containers & hook loaders with vehicles.
4	Payment of the Contract Price shall be made in the following manner as per the Section VI GCC clause 13. A. On submission of Detailed design & drawings: The Purchaser shall pay the Successful bidder five (5) percent of the capital cost. B. On completion of necessary civil work: The Purchaser shall pay the Successful bidder Thirty (30) percent of the capital cost. C. On Supply, delivery and installation of Equipments: The Purchaser shall pay the Successful bidder fifty (50) percent of the capital cost. D. Testing & assembling of equipments: The Purchaser shall pay the Successful bidder five (5) percent of the capital cost. E. On Successful Installation & Commissioning of equipment: The Purchaser shall pay the Successful bidder five (10) percent of the capital cost.
5	The currencies for payments shall be Rupees (INR)
6	The BSWML shall not be responsible for any of the taxes, duties and levies imposed on Successful bidder.

7	The Successful bidder shall provide a Performance Security of 5% of the Contract Value. The Performance security on capital cost to be valid for a period of one year/ DLP/ warranty period. The Performance Security shall be denominated in Indian Rupees only.
8	The types of acceptable Performance Securities are: A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the BSWML or A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the BSWML.; or Specified small savings instruments pledged to the BSWML.
9	Discharge of Performance Security shall take place: The Performance Security of 5% of the Capital cost shall be released only after 100% satisfactory completion of Defect Liability Period of 12 months.
10	The packing, marking and documentation within and outside the packages shall be as mutually agreed between the Purchaser and Successful bidder prior to delivery of the Goods.
11	The insurance coverage shall be in accordance with: The Successful bidder should supply the vehicles and equipments with transit insurance up to BSWML workshop/site. Further the Successful bidder will insure the Goods & TS facility in an amount equal to 100 percent of the price of the Goods & infrastructure from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
12	Obligations for transportation of the Goods shall be on the Successful bidder
13	(a)The Successful bidder, purchaser and Government or BSWML appointed Third Party agency may jointly conduct inspections and testing of the Goods at Successful bidder Place before delivery to BSWML prior to issuance of the authorization for delivery by the BSWML. All costs involved in arranging and performing of such inspections and tests shall be borne by the Successful bidder (b) The Successful Bidder, BSWML shall jointly conduct final inspections and testing of the Goods after delivery to prior to acceptance of the Goods.
14	Tests and Inspections shall be carried out at the specified times or milestones, and places as specified Schedule of Supply.
15	The BSWML may require witnessing, prior to award of contract, the demonstration at any of the site where the bidder had claimed for experience. The bidder has to make necessary arrangements for such demonstration at the selected site.
16	The liquidated damage shall be: 0.01% of capital value per week of delay or part there of

17	The maximum amount of liquidated damages shall be: 10% of the capital price
18	The period of validity of the Warranty shall be: 365 days from date of completion of contract
19	The amount of aggregate liability shall be: Equal to contract price

1. **Labour:**
The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Taxes and Duties**

The Lump Sum (L.S.) Amount for which the Tender is approved shall be inclusive of all Expenses for the proper and entire Completion of the Work and shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc., but inclusive of GST. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse

difference in such reduction to the Employer.

4. Arbitration

The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties;
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

5. The Tender Documents loaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Pre-Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. Submission of Bills for Payment

10.1 The Intermediate Billing Schedule shall be decided and mutually agreed upon by the successful Tenderer and the Employer on the basis of the Priced Bill of Quantities to be submitted by the successful Tenderer and shall be within Reasonable Alteration. Intermediate Payments shall be made on the Basis of Work assessed by the Employer which

will be made on the basis of Quantum of total Work involved as per Intermediate Billing Schedule and Quantum of Work actually executed at a particular Point of Time (within that stage) for such items. The Decision of the Employer shall be final and binding for this Purpose.

10.2 The Contractor shall submit to the Employer Running Bills based on the Value of the Work completed as per the Percentage of Breakup of Lump Sum Cost less the Cumulative Amount Paid previously.

10.3 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Percentage of Breakup of Lump Sum Cost Completed.

10.4 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item Previously Paid in the Light of Later Information.

10.5 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.

10.6 All Bills shall be prepared by the Contractor for submission, in the Prescribed Format, which have to be procured by the Contractor and got approved by the Employer before presenting the same.

11. Change of Scope of Work

Employer reserves the rights to issue **Change of Scope** in the project extent up to ±10% of Contract Amount.

11.1 Employer shall issue Change of Scope

a. Until Substantial Completion of the Project, Employer shall be entitled to issue a Change of Scope.
b. If Employer submits to Contractor in writing a duly signed proposed Change of Scope, Contractor must respond to Employer, to the extent practicable, within thirty (30) Days with a written statement setting forth the effect, if any, which such proposed Change of Scope would have on the Contract Price, the Project Schedule, the Design Basis, the Payment Schedule, any of the Minimum Acceptance Criteria, Performance Guarantee or Guarantee Conditions, and/or any other obligation or potential liability of Contractor hereunder (collectively or individually, the "Changed Criteria").
c. The estimate for change of scope shall be based on the current and applicable schedule of rates at the time of issue of change of scope without any tender premium. The contractor is obligated to execute the work of change of scope at the estimate prepared as per the applicable schedule of rates at the time of issue of change of scope of work.
d. The payment shall be made to contractor in 3 milestones for the change of scope of work, the milestone shall be mutually agreed between the employer and the contractor.
e. The Successful bidder is obligated to execute the work of additional requirement/ change of scope of work at the estimate prepared as per the applicable schedule of rates at the time of issue of Additional of scope of work of operation and maintenance of the transfer station. However, BSWML/Govt reserves the right for this clause.

12. Compensation Events

12.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.

a. The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.
b. The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion / Scheduled Payment.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

12.2 If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

12.3 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

13. Existing Services / Utility Lines

The Permanent Relocation of existing Services or Utility Lines / Laying of New Services or Utility Lines shall be executed by the Contractor as per the Approved Plan, Methodology and under the Supervision by the respective Service Departments. The contractor shall be paid at actuals for the utility shifting as per the approved estimate from the respective utility departments. The Liaising, coordinating for getting the estimates prepared, approved will be the responsibility of the contractor, no delay compensation or time compensation shall be entertained in this regard.

Existing Drains, Gas Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines or any other utility services, which do not require Permanent Relocation, encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labour, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Relocation of such Services or Utility Lines is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

14. No Work shall be covered or put out of View without the Approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

15. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

16. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

17. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

18. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

19. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply for the Erection & commissioning of the plant. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

20. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

21. Safety of Workers

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes (Latest Edition) shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay Rs.1000/- per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I)	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II)	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764	Safety Code for Excavation Work
iv.	IS 4081	Safety Code for Blasting and Drilling Operations
v.	IS: 4138	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations

vii.	IS: 5916	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293	Safety Code for Working with Construction Machinery
ix.	IS: 7969	Safety Code for Storage and Handling of Building Materials
x.		Any other Code and / or as per Directions of the Employer.

22. Delayed Payments:

The Employer shall make Payment to the Contractor under the provisions of this RFP shall be made within the period set forth therein, and if no such period is specified, within 60 (sixty) days of receiving a demand along with the necessary particulars. Unless and otherwise specified in this RFP, in the event of delay beyond such period, the Employer shall pay interest for the period of delay at the rate of 10.75% per annum (ten point seven five per cent), and recovery thereof shall be without prejudice to the rights of the contractor under this Agreement including Termination thereof.

23. First Aid

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilized Dressings, Bandages, Sterilized Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

24. Fire Precautions

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.
- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

25. Fire Fighting Equipment

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed at Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

SECTION VIII - CONTRACT FORMS

Annexure 1

Performance Security for Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD

Invitation for Bid No.: DGM-2/BSWML/TEND/02/2024-25 Date: 21.05.2024

To,

The Deputy General Manager - 2
BSWML, 2nd Floor, UNI Building,
Thimmaiah Road,
Bengaluru – 560 052

WHEREAS [insert complete name of Successful bidder] (hereinafter "the Successful bidder agency") has undertaken, pursuant to Contract No. [Insert number] dated [insert day and month], [insert year] to supply [brief description of the Goods and Related Services] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Successful bidder shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Successful bidder's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter "the Guarantor"), have agreed to give the Successful bidder a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful bidder, up to a total of [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Successful bidder to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency or currencies and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the [insert day, month, and year]. **Name [insert complete name of person signing the Security]**

In the capacity of [insert legal capacity of person signing the Security]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal and complete name of Guarantor] Date [insert date of signing]

Annexure 2 - Structure and Organization

Details of organization of manufacturers / approved dealers/ consortium to be submitted

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number/mobile number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Memorandum of Understanding, as envisaged in **Clause 2.2.11** should be attached to the Bid.

(c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.11Error! Reference source not found.}
1.		
2.		

* *Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.*

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last Five years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Signature of the Applicant

Seal:

Annexure 3 - Key Personnel

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners		
	a)	Name of the Director / partner	
	b)	Organization	
	c)	Address	
	d)	Remarks	
B.	Key Technical and administrative personnel / Authorized signatory		
	a)	Individual's name	
	b)	Qualifications	
	a)	Present position of office	
	b)	Professional experience and details of works carried out	
	a)	Year with the applicant	
	b)	How the individual would be involved in the contract	
C.	Remarks.		

Signature of the Applicant

Seal:

Annexure 4

A. Details of Transfer Station (Static/ Stationary Compactors with container changeover Mechanism, Hook loaders and 20 Cum Containers) works completed for the last Five years

1	Name of work	
2	Order placed by (Full address of Purchaser)	
3	Order No and date	
4	Total tendered cost of work	
5	Brief description of related works including principal features and quantities of main items	
6	Period of completion	
	a) Originally stipulated time limit	
	b) Extended time limit	
	c) Actual time taken to complete of work in stipulated time limit / extended time limit	
	d) Reasons for non- completion of work in stipulated time limit /extended time limit	
7	Name of applicants Engineer –in charge of the work	
8	Were there any penalties /fines /stop notices /compensations/ liquidated damages imposed? (yes/No)(if yes ,give amount and explanation)	

Signature of the Applicant

Seal:

B. Format for Certificate of Experience:

(On the Letterhead of the Concerned Agency)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ (name of the Bidder(s) has carried out the following activities as part of its services towards supply of stationary Compactors, 20Cum Containers, Hook loaders with chassis and Operation & Maintenance of Transfer stations during the period _____ and _____.

The details are as listed below:

i. No of static/ stationary compactors supplied
ii. No of Containers supplied
iii. No of Hook loaders with chassis supplied
iv. No of Transfer station Operated and Maintained

This certificate is being issued to be produced before Bengaluru Solid Waste Management Limited ("BSWML"), for the "Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD".

Signature and Seal of the
Authorised Signatory of the Agency

Annexure 5 - Financial Statement

Information regarding financial standing of the applicant.

(In Rs.)

Bidder type	Average Annual Turnover for past five years				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Single entity Bidder/ Lead Member					
Other Member of Consortium					
Total					

Name & address of Bidder's Bankers:

Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

Instructions:

1. Bidder shall submit the Turnover details.
2. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
   (a) Reflect the financial situation of the Bidder or Consortium Members;
   (b) Be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year.
4. The Bidder shall provide a Statutory Auditor's Certificate/Chartered Accountant specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.

5. For the purpose of the RFP, Annual Turnover shall mean:

   The total revenues as indicated in the audited annual statements.

6. Experience (Technical Capacity and Financial Capacity) of only the Bidder(s)/Members of consortium would be considered shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

Signature of the Applicant

Seal:

B. Format for Banker's Certificate/ Credit Lines/Letter of Credit

(On the letterhead of the Banker)

To,

Deputy General Manager - 2
Bengaluru Solid Waste Management Limited.,
1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560052.

Sir/ Madam,

Subject: Banker's Certificate/ Credit Lines/Letter of Credit ……...
RFP Ref. No. ……

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely " ……(Pkg-…)" is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …….. Lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank, Senior Bank Manger with
Signature

Address:…….

Banker's Signature

Name:

Designation:

Seal:

Note: The certificate should be un-conditional.

Annexure 6 - List showing relative of the applicant working in BSWML

Sl. No.	Name of Employee	Relationship with the applicant	Name of the Relation who are near relatives to Officers mentioned in col. 2	Remarks
(1)	(2)	(3)	(4)	(5)

Signature of the Applicant

Seal:

Annexure 7 - Information regarding Anti-Blacklisting -Affidavit

(On a Stamp Paper of value of Rs.100)

I, M/s. …… (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bengaluru Solid Waste Management Limited ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……..Day of ……., 20….

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person
To be executed separately by all the Members in case of Consortium

[Notary Seal and Signature]

Annexure 8: Power of Attorney for Signing of Bid

(On a Stamp Paper of value of Rs.100)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Assignment provided in Letter of Bid for the Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAP EX only) for a capacity of 200 MTPD (hereinafter referred to as BSWML) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority , representing us in all matters before the Authority , signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caus

ed to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

…… (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure 9: Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of value of Rs.100)

Whereas the Bengaluru Solid Waste Management Limited ("BSWML") has invited Bids from interested parties for Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAP EX only) for a capacity of 200 MTPD ("the Assignment").

Whereas, ……., ……., and …….. (Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts,

deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF …….20__

For _____
(Name & Title)
For _____
(Name & Title)
For _____
(Name & Title)

Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Consortium Agreement/ Memorandum of Understanding (MoU)

[To be executed on Rs.200/- stamp Paper and should be duly Notarized.]

This Consortium Agreement (hereinafter the "Agreement") entered into by and made this on ---------- day of ----------, Two Thousand and ----------("Date of Signing").

BETWEEN

----------having their principal place of business at ---------- for and on behalf of himself/themselves, his/their. Heirs, executors, administrators and permitted assigns (hereinafter called "The Bidder") of the ONE PART;
AND
----------having their principal place of business at ---------- for and on behalf of himself/themselves, his/their. Heirs, executors, administrators and permitted assigns (hereinafter called "The Bidder") of the SECOND PART;
CONCERTS

A. The Managing Director, BSWML, Bengaluru (hereinafter referred to as " EMPLOYER") has issued Tender Notification No.---------- Dated --/--/2021(hereinafter referred as the "TENDER ") for carrying the work "----------",(hereinafter referred as the "WORKS");
B. As specified in the TENDER, the Tenderer has formed a Consortium (Maximum of Two Members Only wherein One member as LEAD MEMBER and other member as ASSOCIATE MEMBER having complete credentials and qualifications as set out in the Tender Document) and hereby enters into this Agreement and the Parties have fully agreed to participate as members of the Consortium subject to the said terms and conditions of this Agreement.
C. The members of the Agreement shall each be referred to as the "Party" and together as "Parties";

NOW THIS INDENTURE WITNESSETH AS UNDER:
In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. OBJECT:

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit Bids, Drawings, Specifications' and Quality Control Reports which has been described in the RFP/ Contract Agreement to be entered into with BSWML to take up the same and implement it as per its terms and conditions.

2. EXCLUSIVITY:

The Parties herein agree that no party shall Consequent to the successful bidding withdraw from this Agreement during the execution of the Project for any reason, whatsoever.
The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by BSWML for awarding the Agreement.

3. PROJECT COORDINATOR:

The Parties hereby agree that the Party of the **First Part** shall act as the **Lead Partner** for self and on behalf of the other parties and shall enter into and execute the Agreement for itself and on behalf of the other parties and shall act as Project Coordinator and Consortium Manager. The parties herein further declare and confirm that they are jointly and severally bound to BSWML for execution of the Agreement in accordance with its terms and shall jointly and severally be liable to BSWML to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Parties of the Consortium.

4. RESPONSIBILITY AND OBLIGATIONS OF THE PARTIES:

The responsibilities and obligations of each of the Parties herein shall be as delineated in this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per aforesaid. It is agreed that the financial responsibility of the works identified in **Appendix-9**.

It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to BSWML under the project or the Agreement.

5. COOPERATION

5.1 The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement. The Lead Partner undertakes to provide BSWML with all information at its disposal for due performance of the Agreement. The Parties herein also undertake to inform in time each other and BSWML regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement and shall take all remedial measures to ensure successful performance of all the obligations of the consortium here in under and under the Agreement for.

5.2 Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each Party shall pay its own taxes and make other statutory and mandatory payments (taxes)I duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including. But not limited to contracts, Orders and confirmations, receipts and invoices. Time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement.

5.3 The Lead Partner shall be responsible to maintain contact with BSWML and request clarification, guidance or advice whenever needed. The other Parties herein shall route all

their requests with regard to clarification and guidance through lead Partner in normal circumstances but may have communicate directly with BSWML through common access e-mail and or letters duly copied to Lead Partner in case of emergencies.

6. CONFLICT OF INTEREST:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project and also to identify any conflict of interest so that BSWML can consult with the lead Partner and other Parties to sort out such conflicts.

7. POST CONTRACT LIABILITIES:

For any loss or damage on account of any breach of this Agreement or the Project Agreement or any short fall in the execution of the Project, meeting the guaranteed performance or parameters as per technical specifications, documents relating to the Tender or the Project Agreement the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on BSWML's demand without any demur to this Agreement. BSWML shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of BSWML to proceed against the Lead Partner before proceeding against the other Parties herein.

8. ASSIGNMENT:

The rights and obligations of First and Second Participant Member under this Agreement shall not be assigned to any third party without the prior written consent of BSWML.

9. RESOLUTION OF CONFLICTS:

All conflicts between the Lead partner and Associate Partner if raised would be resolved amicably under the guidance of BSWML Authorities for betterment of the project.

10. DURATION:

This Agreement shall come into force as of the Date of Signing and shall continue in force and effect until the complete discharge of all the obligations, concerning for carrying out the WORKS, which have been taken on by the Parties under the Contract Agreement signed with BSWML, Tender document and to this Agreement.

11. GENERAL:

11.1. Accordingly, we the partners in the Consortium hereby confirm that the name and style of the Consortium shall be as per the qualification and Contract Conditions.

11.2. In consideration of the bid submission by us to BSWML, If considered as acceptable and the award of contract by BSWML in the name of Lead Partner under this the Consortium (on approval of BSWML), we the partners to the Consortium, do hereby agree that the Partner - I (M/s----------) shall act as the lead partner for self, and for

and on behalf of Partner - II in so far as setting up and maintaining Consortium office at Bangalore and carrying out all formal correspondence and allocating the work among consortium partners and further declare and confirm that we shall jointly and severally be bound unto BSWML for execution of the contract in accordance with the contract terms and shall jointly and severally be: liable to BSWML to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

11.3. In case of award of contract, we the partners with this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of BSWML from a bank acceptable/ approved by BSWML for a value and period as stipulated in the Contract conditions and such guarantee shall be in the names of the Lead Partner and agreeable to other partners of the Consortium in ratio to the work responsibilities.

11.4. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract Agreement signed by the Lead Partner and shall continue to be enforceable till BSWML discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.IN WITNESS WHERE OF, the partners to this Consortium agreement have through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year as above mentioned.

The above consortium agreement executed is mutually is on agreed terms and trust to execute the above Scope of works mentioned and signed as under for acceptance in full:

Lead Member **Associate Member - 1** **Associate Member - 2**

Witness1 **Witness2**

Agreement Form

This Agreement, made on the _____ day of _____ 20___, between _____ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and _____ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **"Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAP EX only) for a capacity of 200 MTPD"** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.

   i. Letter of Acceptance.

   ii. Notice to proceed with the Works.

   iii. Contractor's Tender.

   iv. Contract Data.

   v. Conditions of Contract (including Special Conditions of Contract).

   vi. Specifications.

   vii. Drawings.

   viii. Financial Bid.

   ix. Minutes of Meeting of Pre-Tender Meeting

x. The addenda Nos ____ (If any) and

xi. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the Presence of

Signed, Sealed and Delivered by the said

_____

in the Presence of:

Binding Signature of Employer _____

Binding Signature of Contractor_____

Annexure 10 - Additional Information

Please add any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

Signature of the Applicant

SECTION IX

Performance Standards and Liquidated Damages

The Performance Standards and Corresponding Liquidated Damages is listed in the table below Liquidated Damages are over & above the non-performance deductions.

Failure to Perform the Contractual Obligations:

I. In the event of total default / failure of the Implementing Agency in execution of the services, the Employer reserves the right to get the work executed by any other agency/ firm at the risk and cost of the defaulting implementing Agency. Decision of employer is final & binding on the implementing agency firm.

II. In this case liquidated damages @ 0.5% of the Contract value of balance work per week of delay subject to maximum of 10% shall be levied by the authority.

Note:

1. Photographic evidence shall be with date and time stamp

SECTION X Price BID

Name of work: Lump Sum, Turn Key, Fixed Price, no variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAP EX only) for a capacity of 200 MTPD.

S. No.	Description of work	Qty	Unit	Rate per location in Rs.	Total Amount in Rs.	
					In Figure	In Words
A	Lump Sum, Turn Key, Fixed Price, No variation Tender based on Tenderer's Own Design for the work of Construction of larger transfer station for effective solid waste management (CAPEX only) for a capacity of 200 MTPD. • The cost should include all civil and structural works including appropriate foundation, supply and erection of all electrical, plumbing, Weighbridge, RFID scanner, Boom Barrier, Leachate Collection Tank Odour control system etc., as per requirement including Defect Liability period of one year as per the approved designs and detailed drawings and as per the conditions of the contract enumerated in the bid document and the minimum technical specification • The cost should include 2no static compactors with container changeover mechanism, 13 no containers of 20 Cum capacity and 5 no Hook loaders mounted on 28 T GVW chassis (BS VI Make) and as per the detailed Technical Specifications enumerated in the Tender document	1	LS			

Note:
The prices are inclusive of all taxes, transit charges & Including GST

(In case of discrepancy between unit price and total price, lowest price will prevail)

Signature of Applicant ……

Name and address: ……